

ORIGINAL

FILED  
U.S. DISTRICT COURT  
NORTHERN DIST. OF TX  
FT. WORTH DIVISION

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

2013 JAN 11 PM 12:29

CLERK OF COURT

IN RE:	§	
	§	
TEXAS RANGERS BASEBALL PARTNERS,	§	Bankruptcy Court Case
	§	No. 10-43400 (DML 11)
Debtor.	§	
_____	§	
	§	
JPMORGAN CHASE BANK, N.A., as	§	Adversary No. 11-04124 (DML)
First Lien Agent acting at the direction	§	
of Requisite Lenders,	§	District Court Case
	§	No. 4:12-CV-076-A
Plaintiff,	§	
	§	
VS.	§	
	§	
THOMAS O. HICKS, ET AL.,	§	
	§	
_____	§	
Defendants.	§	

**JOINT STIPULATION REGARDING BANKRUPTCY  
CLAIMS OF THOMAS O. HICKS**

Thomas O. Hicks ("**Hicks**"), Texas Rangers Baseball Partners ("**TRBP**"), Alan M. Jacobs, in his capacity as TRBP's Plan Administrator and Disbursing Agent (in such capacity, the "**Plan Administrator**", and together with TRBP, the "**TRBP Parties**"), and JPMorgan Chase Bank, N.A., as First Lien Agent acting at the direction of Requisite Lenders (in such capacity, the "**First Lien Agent**", and together with Hicks and the TRBP Parties, the "**Stipulation Parties**"), each a party to this action, hereby file this *Joint Stipulation Regarding Bankruptcy Claims of Thomas O. Hicks* (the "**Joint Stipulation**") to evidence the following:

## RECITALS

**WHEREAS**, on May 24, 2010, TRBP filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the “**Bankruptcy Code**”), thereby initiating Case No. 10-43400 (the “**Bankruptcy Case**”) in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “**Bankruptcy Court**”); and

**WHEREAS**, on July 16, 2010, the First Lien Agent and an ad hoc group of lenders within the HSG Lender Group<sup>1</sup> filed an *Objection to Overdraft Protection Agreement Claim* in the Bankruptcy Case<sup>2</sup> (the “**Lender Claim Objection**”) to object to any claim held or asserted by Hicks under the terms of that certain Overdraft Protection Line of Credit Agreement, dated as of April 30, 2009, by and among Hicks, HSG, and allegedly TRBP and Dallas Stars, L.P. (the “**Overdraft Protection Agreement**”); and

**WHEREAS**, on September 10, 2010, Hicks filed his *Answer of Thomas O. Hicks to Objection to Overdraft Protection Agreement Claim* in the Bankruptcy Case<sup>3</sup> to oppose the Lender Claim Objection; and

**WHEREAS**, on June 30, 2011, following the Bankruptcy Court’s entry of an order in the Bankruptcy Case establishing a deadline for Hicks to file a proof of claim in the Bankruptcy Case to assert a claim under the Overdraft Protection Agreement, Hicks filed a proof of claim in the Bankruptcy Case (Claim No.106) to assert a claim against TRBP in the amount of \$5,610,993.15 under the Overdraft Protection Agreement (the “**Hicks Claim**”); and

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<sup>1</sup> The “**HSG Lender Group**” means and refers to certain lenders party to that certain Amended and Restated First Lien Credit Agreement, dated as of December 19, 2006 (as amended or otherwise supplemented from time to time), among HSG Sports Group LLC (“**HSG**”), as borrower, HSG Sports Group Holdings LLC (“**HSG Holdings**”) and certain subsidiaries of HSG including TRBP, as guarantors, the aforementioned lender parties, the First Lien Agent, in its capacity as Administrative Agent and Collateral Agent for the HSG Lender Group, and certain additional parties.

<sup>2</sup> Bankruptcy Case Docket No. 375.

<sup>3</sup> Bankruptcy Case Docket No. 624.

**WHEREAS**, on August 15, 2011, the TRBP Parties filed the *Post-Effective Date Debtor's and Plan Administrator's Objection to Claim of Thomas O. Hicks (Claim No. 106)* in the Bankruptcy Case<sup>4</sup> to object to the Hicks Claim (the "**TRBP Claim Objection**"); and

**WHEREAS**, on August 15, 2011, the First Lien Agent initiated litigation against Hicks, HSG Holdings, and TRBP in the Bankruptcy Court under Adversary No. 11-04124 (the "**Adversary Proceeding**") with the filing of its *Complaint and Amended Objection*<sup>5</sup> (the "**Original Complaint**") in which, among other things, the First Lien Agent amended and re-asserted the Lender Claim Objection; and

**WHEREAS**, on September 30, 2011, Hicks joined in filing an *Answer to Complaint and Amended Objection* in the Adversary Proceeding<sup>6</sup> to, among other things, oppose the First Lien Agent's objection to the Hicks Claim set forth within the Original Complaint; and

**WHEREAS**, on May 29, 2012, the United States District Court for the Northern District of Texas, Fort Worth Division (the "**District Court**") entered an *Order Withdrawing Reference and On Related Matters* in District Court Case No. 4:12-CV-076-A (the "**District Court Case**")<sup>7</sup> pursuant to which the District Court withdrew its reference to the Bankruptcy Court of the Adversary Proceeding and ordered that all further proceedings involving the Adversary Proceeding take place within the District Court Case; and

**WHEREAS**, on June 19, 2012, the District Court entered an *Order* in the District Court Case<sup>8</sup> pursuant to which the District Court withdrew its reference to the Bankruptcy Court of proceedings in the Bankruptcy Case involving the Hicks Claim, the Lender Claim Objection, and

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<sup>4</sup> Bankruptcy Case Docket No. 1168.

<sup>5</sup> Adversary Proceeding Docket No. 1.

<sup>6</sup> Adversary Proceeding Docket No. 7.

<sup>7</sup> District Court Case Docket No. 7.

<sup>8</sup> District Court Case Docket No. 35.

the TRBP Claim Objection and ordered that all further proceedings involving said matters take place within the District Court Case; and

**WHEREAS**, on June 26, 2012, Hicks filed *Thomas O. Hicks' Answer to Post-Effective Date Debtor's and Plan Administrator's Objection to Claim of Thomas O. Hicks (Claim No. 106)* in the District Court Case<sup>9</sup> to oppose the TRBP Claim Objection; and

**WHEREAS**, on September 17, 2012, the First Lien Agent filed its *First Amended Complaint and Amended Objection* against Hicks, HSG Holdings, and TRBP in the District Court Case<sup>10</sup> (the "**Amended Complaint**"); and

**WHEREAS**, among other things, the First Lien Agent's objection to the Hicks Claim set forth within the Amended Complaint amended and superseded the Lender Claim Objection; and

**WHEREAS**, Hicks joined in filing *Defendants Thomas O. Hicks' and HSG Sports Group Holdings LLC's Answer to First Amended Complaint and Amended Objection* in the District Court Case<sup>11</sup> to, among other things, oppose the First Lien Agent's objection to the Hicks Claim set forth within the Amended Complaint; and

**WHEREAS**, Hicks, the TRBP Parties and the First Lien Agent, among other parties, have entered into a Settlement Agreement (the "**Settlement Agreement**") in settlement and compromise of, among other things, all disputes associated with the Hicks Claim, the Lender Claim Objection, the TRBP Claim Objection, and the Amended Complaint; and

**WHEREAS**, pursuant to the Settlement Agreement, and without the admission of any liability, Hicks has (i) forever and unconditionally waived, released, discharged and withdrawn with prejudice the Hicks Claim and any and all other claims asserted by, or scheduled in the

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<sup>9</sup> District Court Case Docket No. 39.

<sup>10</sup> District Court Case Docket No. 60.

<sup>11</sup> District Court Case Docket No. 65.

name of, Hicks in the Bankruptcy Case against the TRBP Parties (collectively, the “**Hicks Claims**”), and (ii) agreed to the filing of this Joint Stipulation to evidence the withdrawal and expunction of all such Hicks Claims.

**NOW, THEREFORE**, the Stipulation Parties hereby stipulate and agree to the following:

**STIPULATION**

1. Each of the above Recitals is incorporated herein and stipulated by the Stipulation Parties.
2. All of the Hicks Claims are waived, released, discharged and withdrawn with prejudice, and shall be expunged from the official claims register in the Bankruptcy Case.

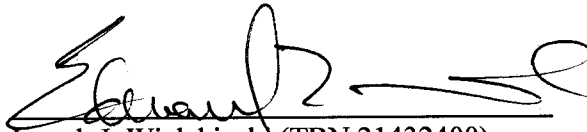
**SO STIPULATED** as of this 11<sup>th</sup> day of January, 2013.



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Lewis T. LeClair (TBN 12072500)  
Brett M. Charhon (TBN 24040674)  
**McKOOL SMITH, PC**  
300 Crescent Court, Suite 1500  
Dallas, TX 75201  
Telephone: (214) 978-4000  
lleclair@mckoolsmith.com  
bcharhon@mckoolsmith.com

**ATTORNEYS FOR THOMAS O. HICKS**



Joseph J. Wielebinski (TBN 21432400)

E. Lee Morris (TBN 00788079)

Phil C. Appenzeller, Jr. (TBN 24003710)

**MUNSCH HARDT KOPF & HARR, P.C.**

500 N. Akard Street, Suite 3800

Dallas, TX 75201-6659

Telephone: (214) 855-7500

jwielebinski@munsch.com

lmorris@munsch.com

pappenzeller@munsch.com

*and*

Michael P. Lynn (TBN 12738500)

Jeffrey M. Tillotson (TBN 20039200)

Christopher J. Akin (TBN 00793237)

**LYNN TILLOTSON PINKER & COX, L.L.P.**

2100 Ross Avenue, Suite 2700

Dallas, TX 75201

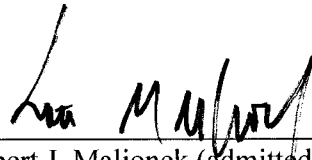
Telephone: (214) 981-3800

mlynn@lynnllp.com

jmt@lynnllp.com

cakin@lynnllp.com

**ATTORNEYS FOR TEXAS RANGERS  
BASEBALL PARTNERS AND ALAN M.  
JACOBS, ITS PLAN ADMINISTRATOR**



Robert J. Malione (admitted *pro hac vice*)  
**LATHAM & WATKINS LLP**  
885 Third Avenue  
New York, NY 10022  
Telephone: (212) 906-1816  
robert.malione@lw.com

Julie R. F. Gerchik (admitted *pro hac vice*)  
**LATHAM & WATKINS LLP**  
355 S. Grand Ave #100  
Los Angeles, CA 90071  
Telephone: (213) 891-7728  
julie.gerchik@lw.com

*and*

Michael R. "Buzz" Rochelle (TBN 17126700)  
Scott DeWolf (TBN 24009990)  
**ROCHELLE McCULLOUGH, LLP**  
325 N. St. Paul Street, Suite 4500  
Dallas, TX 75201  
Telephone: (214) 953-0182  
buzz.rochelle@romclawyers.com  
sdewolf@romclawyers.com

**ATTORNEYS FOR JPMORGAN CHASE  
BANK, N.A., AS FIRST LIEN AGENT**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on January 11, 2013, a true and correct copy of the foregoing *Joint Stipulation Regarding Bankruptcy Claims of Thomas O. Hicks* was served by U.S. first class mail, postage prepaid, on the following counsel of record:

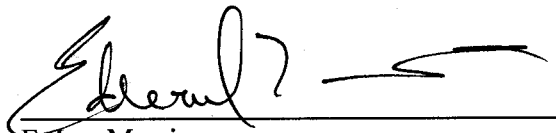
Robert J. Malione  
LATHAM & WATKINS LLP  
885 Third Avenue  
New York, NY 10022

Julie R.F. Gerchik  
LATHAM & WATKINS LLP  
355 S. Grand Ave #100  
Los Angeles, CA 90071

Michael R. "Buzz" Rochelle  
Scott DeWolf  
ROCHELLE McCULLOUGH, LLP  
325 N. St. Paul Street, Suite 4500  
Dallas, TX 75201

Lewis T. LeClair  
Brett M. Charhon  
McKOOL SMITH, PC  
300 Crescent Court, Suite 1500  
Dallas, TX 75201

Patrick J. Neligan, Jr.  
John D. Gaither  
NELIGAN FOLEY LLP  
325 N. St. Paul, Suite 3600  
Dallas, TX 75201

  
E. Lee Morris